

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, STATE CAPITOL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
[www.purchasing.utah.gov](http://www.purchasing.utah.gov)

# Request for Proposal Agency Contract

Solicitation Number: **RM6040**Due Date: **02/22/06 at 5:00 P.M.**

Date Sent: January 23, 2006

Goods and services to be purchased: **CONTRACT FOR AUCTION AND RETAIL SALES OF STATE SURPLUS PROPERTY**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

**Solicitation Number: RM6040**

**Due Date: 02/22/06**

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**Vendor Name:**

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**CONTRACT FOR AUCTION AND RETAIL SALES OF STATE SURPLUS PROPERTY PER THE ATTACHED SPECIFICATIONS.**

NOTE: DUE TO THE LEGISLATIVE SESSION PARKING ON CAPITOL HILL IS EXTREMELY LIMITED AT THIS TIME. YOU MAY WANT TO PLAN TO MAIL YOUR RESPONSE.

RX# 100 61400000006  
COMMODITY CODE: 96209

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

**1. PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

**6. SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

**7. DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The register and contract awards are posted under "Vendor Info" at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

**9. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**11. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**12. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to bid Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to bid products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**13. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

**REQUEST FOR PROPOSAL  
FOR THE AUCTION OR SALE OF  
STATE OF UTAH SURPLUS PERSONAL PROPERTY  
SOLICITATION # RM6040**

**PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The State of Utah is seeking proposals from qualified licensed Contractors to provide auctions and retail services for the following categories of Surplus Property: #1 light- duty vehicles, #2 heavy-duty equipment and #3 miscellaneous property from all State Agencies managed through the State Agency for Surplus Property (USASP). A single contract shall be awarded for the three categories. The Utah State Agency for Surplus Property under the Department of Administrative Services/Division of Fleet & Surplus Services has the statutory responsibility to dispose of excess personal property for all State Agencies. Through this Request for Proposal, the State shall contract with a private auction company to dispose, through retail sales and auctions to be held in the Wasatch Front area or through e-commerce, the surplus items consigned to them by the State of Utah throughout the year.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement.

**BACKGROUND**

Upon completing two (2) pilot auction programs it was subsequently determined that outsourcing auction services, previously performed by the State Surplus Agency, was cost effective and in the best interest of the State. Therefore the State of Utah outsourced its fleet auction services beginning November 2000. The current contract will expire in November 2006, and this contract service will again being offered to a qualifying auction contractor.

In this initial contract the fleet surplused 6038 fleet vehicles. This total does not include vehicles consigned to the State agency from other political subdivisions or seized vehicles through law enforcement agencies. The contractor on an as required basis auctioned other properties, such as office equipment.

Prior to consignment to the contractor, property is first offered for re-utilization to state agencies, political subdivisions, and eligible non-profit organizations pursuant to Utah Code 63A-9-808.

## **ISSUING OFFICE AND RFP REFERENCE NUMBER**

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of Utah State Agency for Surplus Property. The reference number for the transaction is Solicitation #RM6040. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

## **SUBMITTING YOUR PROPOSAL**

One original and five (5) identical copies of your proposal must be received at the State of Utah Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114, prior to the closing date and time specified. Proposals received after the deadline will be late and ineligible for consideration.

## **LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of five (5) years. The contract may not be extended beyond the original period.

## **PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for 2 years. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

## **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include, but not be limited to, the State's standard terms and conditions. These may be accessed at:

<http://www.purchasing.utah.gov/contractinfo/TermsAgency.pdf>

## **QUESTIONS**

All questions must be submitted in writing to Roselle Miller at: [rwmiller@utah.gov](mailto:rwmiller@utah.gov). Questions are due by 5:00 p.m. on Thursday, February 2, 2006. Questions received after that date may not be answered. Answers will be given by addendum posted on the Division of Purchasing website.

## **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

## **PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection 63-2-304, provides in part that:

*the following records are protected if properly classified by a government entity:*

*(1) trade secrets as defined in Section 13-24-2 if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63-2-308 (Business Confidentiality Claims);*

*(2) commercial information or non-individual financial information obtained from a person if:*

*(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

*(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*

*(c) the person submitting the information has provided the governmental entity with the information specified in Section 63-2-308;*

\* \* \* \* \*

*(Subsection (6)) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....*

Consistent with Subsection 63-2-304(6) the Division of Purchasing has classified proposals submitted in response to this RFP as protected (Retention and Classification Report for Records Series 16591) except that a successful proposal is available for public inspection for 90 days.

An offeror may also protect portions of a proposal by submitting a Claim of Business Confidentiality to protect trade secrets, commercial information or non-individual financial information as provided in Subsections 63-2-304(1) and (2).

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the state*, and
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63-2-308(1)).

A Claim of Business Confidentiality is appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at: <http://www.purchasing.utah.gov/contractinfo/ConfidentialityClaimForm.doc>

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary and in the body of the proposal any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the state of Utah. Materials may be evaluated by

anyone designated by the state as part of the proposal evaluation committee. Materials submitted may be returned only at the State's option.

## **DETAILED SCOPE OF WORK**

The State requires complete start-to-finish services of a professional, licensed, bonded and insured auctioneer to conduct public auctions and retail sale of light-duty vehicles, heavy-duty equipment and miscellaneous property from all State Agencies. The contractor will provide all the necessary space, equipment, material, supervision and personnel to accomplish retail sales and professional auctioning services. The state shall consign property, including vehicles and heavy equipment, to the successful contractor(s). The contractor shall arrange pick-up of consigned items within 48-hours of notification. The contractor shall be required to conduct at least four auctions per calendar year in the Wasatch Front area. Auctions shall occur at locations other than State facilities.

Pursuant to R28-1-5 of the Administrative Rules governing the sale of State surplus property, the contractor(s) shall display all surplus property for retail sales for no less than thirty-days prior to auction at the price established by the State agency in coordination with the contractor. The State reserves the right to withdraw vehicles or other items at any time prior to auction to fulfill other State requirements. The State may also establish a reserve value on certain items prior to auction.

Contractor shall be responsible for all cost to prepare surplus items for sale and auction. In addition the contractor shall bear or collect all applicable sale taxes and fees from the buyer, and shall comply with all state, federal and local laws and regulations as they pertain to sales. When required, contractor will hold any applicable licenses for selling certain types of property.

Contractor shall be required to maintain a current active bidder list and to notify the bidders, with Utah addresses, of any auctions containing items from the state. Acceptable forms of notification include U.S. Mail, e-mail, fax or telephone.

Contractor shall be required to provide the following records, within five working days following an auction or retail sale, to ensure receipt and disposition of all the items sold for the State of Utah:

1. Detailed consignment sales recap sheet containing description, State control number, condition code, sales price, auctioneer commission, reimbursement to State and bidder number. Vehicle sales shall also include complete vehicle identification number.
2. Complete bidder list including name, address and assigned bidder number.
3. Clerking sheets produced during an auction, which record the item, sale price and buyer's bidder number.
4. Evidence of advertising for auctions, which include State surplus items, valued at \$1,000.00 or more.
5. Books, records, documents and accounting procedures and practices of the contractor, relevant to the services provided for the State shall be subject to inspection, examination and audit by the State. The contractor shall collect sales tax for all surplus items sold or auctioned.

## **PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

Offers shall provide a rate schedule, for each of the categories being addressed in the proposal, detailing the fees that will be charged to the buyer and/or seller of state surplus items.

A minimum of three references, from each category included in proposal, shall be included from clients with similar projects preformed by the contractor within the last three years. Please provide the following information for each reference:

- Client name.
- Project description.
- Project starting and ending dates.
- Technical environment.
- Staff assigned to the project that will also be assigned to this project.
- Client project manager name and telephone number.

Proposal shall include a detailed explanation of how vehicles and other items would be transported to contractor site. It may be required, of the contractor, to occasionally tow disabled vehicles from within the Wasatch Front area to the contractor location.

A sample of advertising strategies and customer base, including number of bidders attending past auctions and facility description and dimensional size (Plot Plan) of operation should be provided as part of the proposal.

Describe how major auctions, held in the Wasatch Front area, are conducted. Include details regarding pre-auction and post auction activities involving preparation of items, information on the auction process and time allowed before sold items have to be removed upon close of auction.

Contractor(s) shall provide a company profile. Include the following information:

1. Company ownership. If incorporated, the State in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any Utah accounts.
4. Number of employees both locally and nationally.
5. Locations from which employees will be assigned.
6. Name, address and telephone number of the contractor's point of contact for a contract resulting from this RFP.
7. Length of time contractor has been providing services described in this RFP to public or private sectors. Provide a brief description.
8. Company background/history and why the contractor is qualified to provide the services described in this RFP.

For each category included in the proposal provide a sample of no-less than 25 items sold. For each of the items provide the following information: Manufacturer, model, year, reserve price and price sold.



Summary resumes for key staff members who will be responsible for performing any of contracted duties described in this RFP.

Contractor's bank of record.

If subcontractors will be used to perform any duties described in this RFP, provide the names of the subcontractors and which duties they will perform. Include the same reference, profile information for any subcontractor as requested for contractor.

See Attachment B for Special Terms and Conditions that will apply to this contract in addition to Attachment A Standard Terms and Conditions.

### **PROPOSAL RESPONSE FORMAT**

1. All proposals must be organized and tabbed with labels for the following headings:
2. **RFP Form.** The State's Request for Proposal form completed and signed.
3. **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
4. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - a. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
  - b. A specific point-by-point response, in the order listed, to each requirement in the RFP.
5. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

### **PROPOSAL EVALUATION CRITERIA**

A committee will evaluate each proposal against the following weighted criteria. Each area of the evaluation criteria must be addressed in detail in proposal.

<u>Weight</u>	<u>Evaluation Criteria</u>
45%	Cost

20%	Demonstrate ability to meet scope of work
15%	Demonstrate technical capability
15%	Qualification and expertise of staff
5%	References

Utah State Agency for Surplus Property  
**Cost Proposal**

Bidder Name: \_\_\_\_\_

Cost is Based on the Following:

Service Fee	Light Duty Vehicles	Heavy Duty Vehicles & Equipment Items	Misc. Property
Sales Fee [% of Sale Price]			
Vehicle Pick-up Fee [per drivable vehicle]			
Lt. Duty Vehicle Towing Fee			
Heavy Duty Vehicle Towing Fee			
Vehicle Detailing Fee			
Property Pick-up Fee [non-vehicles]			
Labor Rate [hourly rate]			
Equipment Rate [mileage rate]			
Other Cost Itemized [hourly, daily or other]			
a]			
b]			
c]			

Additional Information:

## RFP Evaluation Score Sheet

### AUCTION SERVICES - SOLICITATION #RM6040 RFP EVALUATION SCORE SHEET

**Firm Name:** \_\_\_\_\_.

**Evaluator:** \_\_\_\_\_.

**Date:** \_\_\_\_\_.

Score will be assigned as follows:

0 = Failure, no response

1 = Poor, inadequate, fails to meet requirement

2 = Fair, only partially responsive

3 = Average, meets minimum requirement

4 = Above average, exceeds minimum requirement

5 = Superior

		Score	Weight (0-5)	Points
<b>1. Demonstrated Ability to meet scope of work (20 points possible)</b>		----	----	----
Adequate facility to Hold Inventory	5 points possible		X 1	
Location [Preference to Wasatch Front Area]	5 points possible		X 1	
Company profile	5 points possible		X 1	
Conformance with terms of RFP	5 points possible		X 1	
<b>2. Demonstrated Technical Capability (15 points possible)</b>		----	----	----
Prior Experience	5 points possible		X 1	
Self-sufficient Capabilities	5 points possible		X 1	
Transport and Towing Services	5 points possible		X 1	
<b>3. Qualification and Expertise of Staff (15 points possible)</b>		----	----	----
Number of F/T employees	5 points possible		X 1	
On-line Services/ Website Access to State Property	5 points possible		X 1	
Electronic Reports	5 points possible		X 1	
<b>4. References (5 points possible)</b>	5 points possible		X 1	
<b>5. Cost (45 points possible)</b>	45 points possible			<b>* Inserted by Purchasing</b>
<b>TOTAL EVALUATION POINTS</b>	<b>(100 points possible)</b>		Total	

\* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. All other offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: Cost Points x (2- Proposed Price/Lowest Proposed Price).

## **ATTACHMENT B**

### **Special Terms and Conditions**

The State has the option of withdrawing the contract at any time, with no fees or penalties being assessed by the Awarded Contractor, providing a 30-day notice is given to the contractor, should it be decided that it is in the best interest of the State, that the State Agency perform the duties.

The State Agency for Surplus Property reserves the right to conduct, manage and operate State auctions and retail sales, outside of this contract, disallowing any compensation to the contractor under this contract for services not performed by the contractor.

Employees, officers and agents of the contractor shall not be authorized to bid on State vehicles.

The State of Utah requires that the contractor provide proof of payment of any subcontractors used to perform duties for the State under contractor's contract. Proposal shall include an explanation of how the State would be notified of such payments.

Payments are to be paid in full, for surplus items sold or auctioned, by bankable funds. i.e. cashiers check or business check. Payments shall be made to the State of Utah no more than five working days after the completion of the auction.

XXX